

ASPIRATIONS SCHOOL OF DANCE

Processor Agreement in relation to Data Protection for Teaching Services

This agreement is made on: _____ [Date]

Between:

[NAME], [POSITION], [SCHOOL NAME], [SCHOOL ADDRESS] (the "Controller"); and

_____ [NAME], [POSITION], [ADDRESS] (the "Processor")

BACKGROUND:

- A) The Controller processes Personal Data in connection with its business activities;
- B) The Processor processes Personal Data on behalf of other businesses and organisations;
- C) The Controller wishes to engage the services of the Processor to process personal data on its behalf;
- D) Article 17(2) of the Data Protection Directive 95/46/EC (as hereinafter defined) provides that, where processing of personal data is carried out by a processor on behalf of a data controller the controller must choose a processor providing sufficient guarantees in respect of the technical security measures and organisational measures governing the processing to be carried out, and must ensure compliance with those measures;
- E) Articles 17(3) and 17(4) of the Data Protection Directive require that where processing is carried out by a processor on behalf of a controller such processing shall be governed by a contract or legal act binding the processor to the controller stipulating, in particular, that the processor shall act only on instructions from the controller and shall comply with the technical and organisational measures required under the appropriate national law to protect personal data against accidental or unlawful destruction or accidental loss, alternation, unauthorised disclosure or access and against all other unlawful forms of processing;
- F) In compliance with the above-mentioned provisions of Article 17 of the Data Protection Directive the Controller and Processor wish to enter into this processing security Agreement.

CONDITIONS OF PROCESSING:

1. The Processor shall only carry out those actions in respect of the personal data processed on behalf of the Controller as are expressly authorised by the Controller.
2. The Controller, as part of its business practices under GDPR (2016), may share some personal data relating to participants with the above-named Processor if necessary. This includes, but is not limited to: Name, date of birth and exam results. The Controller may also choose to share some special category data with the Processor including, but not limited to: Medical/Disability Information. The latter is only shared with consent from the participant/their parent/guardian.
3. Any personal data appertaining to a participant is shared in the strictest confidence and must not be divulged to any third party and/or subcontractor at any time without the Controller's written consent. (please note this includes cover teachers)
4. Personal data received from the Controller must also not be used for profiling and/or any other purpose than the provision of services for the Controller as set out in your contract.
5. Nothing in this agreement shall prevent either party from complying with any legal obligation imposed by a regulator or court.
6. This Agreement shall continue in full force and effect for so long as the Processor is processing personal data on behalf of the Controller.
7. Within 30 days following termination of this agreement the above-named Processor shall destroy all such personal data unless prohibited from doing so by any applicable law.

Signed on behalf of the Processor:

Signed on behalf of the Controller

.....
Date:

.....
Date:

PRINTED NAME: _____

[NAME] [POSITION]